

Appendix (A)(1)-2a - LEA MOU, Scope of Work (SOW) and Arizona Plan

Arizona Memorandum of Understanding for Participating LEAs in the Race to the Top Grant Project

This Memorandum of Understanding (“MOU”) is entered into by and between the State of Arizona (the State) and _____ (“Participating LEA”). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of Arizona's implementation of an approved Race to the Top (RTTT) grant project.

I. SCOPE OF WORK

The Preliminary Scope of Work outlined in Exhibit 1 indicates all or a significant portion of Arizona's proposed reform plans described in its RTTT application (Arizona Plan) that the Participating LEA is agreeing to implement.

II. PROJECT ADMINISTRATION

A. PARTICIPATING LEA RESPONSIBILITIES

In assisting the State in implementing the tasks and activities described in Arizona's Race to the Top application, the Participating LEA subgrantee will agree to the following:

- 1) Implement the LEA plan as identified in Exhibits I and II of this agreement;
- 2) Use Race to the Top subgrants to implement the LEA plan as identified in Exhibits I and II of this agreement, and, as appropriate, leverage additional sources of federal, state, local, or private funding to support the LEA plan;
- 3) Actively participate in all relevant convenings, communities of practice, or other practice-sharing events that are organized or sponsored by the State or by the U.S. Department of Education (“ED”);
- 4) Post to any website specified by the State or ED, in a timely manner, all non-proprietary products and lessons learned developed using funds associated with the Race to the Top grant;
- 5) Participate, as requested, in any evaluations of this grant conducted by the State or ED;
- 6) Be responsive to State or ED requests for information including on the status of the project, project implementation, outcomes, and any problems anticipated or encountered;
- 7) Participate in meetings and telephone conferences with the State to discuss (a) progress of the project, (b) potential dissemination of resulting non-proprietary products and lessons learned, (c) plans for subsequent years of the Race to the Top grant period, and (d) other matters related to the Race to the Top grant and associated plans.

B. STATE RESPONSIBILITIES

In assisting Participating LEAs in implementing their tasks and activities described in the State's Race to the Top application, the State grantee will:

- 1) Work collaboratively with, and support the Participating LEA in carrying out the LEA Plan as identified in Exhibits I and II of this agreement;
- 2) Timely distribute the LEA's portion of Race to the Top grant funds during the course of the project period and in accordance with the LEA Plan identified in Exhibit II;
- 3) Provide feedback on the LEA's status updates, annual reports, any interim reports, and project plans and products; and
- 4) Identify sources of technical assistance for the project.

C. JOINT RESPONSIBILITIES

- 1) The State and the Participating LEA will each appoint a key contact person for the Race to the Top grant.
- 2) These key contacts from the State and the Participating LEA will maintain frequent communication to facilitate cooperation under this MOU.
- 3) State and Participating LEA grant personnel will work together to determine appropriate timelines for project updates and status reports throughout the whole grant period.
- 4) State and Participating LEA grant personnel will negotiate in good faith to continue to achieve the overall goals of the State's Race to the Top grant, even when the State Plan requires modifications that affect the Participating LEA, or when the LEA Plan requires modifications.

D. STATE RECOURSE FOR LEA NON-PERFORMANCE

If the State determines that the participating LEA is not meeting its goals, timelines, budget, or annual targets or is not fulfilling other applicable requirements in regard to the RTTT program, the State grantee will take appropriate enforcement action, which could include a collaborative process between the State and the LEA, or any of the enforcement measures that are detailed in 34 CFR section 80.43 including, for example, putting the LEA on reimbursement payment status, temporarily withholding funds, or disallowing costs.

III. ASSURANCES

The Participating LEA hereby certifies and represents that it:

- 1) Has all requisite power and authority to execute this MOU;
- 2) Is familiar with the reform plan proposed in State's Race to the Top grant application and is supportive of and committed to working on all or significant portions of the State Plan;
- 3) Agrees to be a Participating LEA and will implement those portions of the State Plan indicated in Exhibit I, if the State application is funded,

- 4) Will provide a Final Scope of Work to be attached to this MOU as Exhibit II only if the State's application is funded; will do so in a timely fashion but no later than 90 days after a grant is awarded; and will describe in Exhibit II the LEA's specific goals, activities, timelines, budgets, key personnel, and annual targets for key performance measures ("LEA Plan ") in a manner that is consistent with the Preliminary Scope of Work (Exhibit I) and with the State Plan; and
- 5) Will comply with all of the terms of the Grant, the State's subgrant, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 85, 86, 97, 98 and 99).

IV. MODIFICATIONS

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, and in consultation with ED.

V. DURATION/TERMINATION

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and, if a grant is received, ending upon the expiration of the grant project period, or upon mutual agreement of the parties, whichever occurs first.

VI. SIGNATURES

LEA Superintendent (or equivalent authorized signatory):

Signature/Date

Print Name/Title

President of Local School Board (or equivalent, if applicable):

Signature/Date

Print Name/Title

Local elected AEA or AFT leader's signature (if applicable):

Signature/Date

Print Name/Title

State Superintendent of Public Instruction - required:

By its signature below, the State hereby accepts the LEA as a Participating LEA.

Signature/Date

Print Name/Title